



MISSOURI DEPARTMENT OF INSURANCE,  
FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION  
**INSTRUCTIONS FOR SERVICE CONTRACT PROVIDER REGISTRATION**

Enclosed is the registration form for a service contract provider. Any person who is responsible for the issuance of a service contract is a service contract provider and is required to register with the Missouri Department of Insurance, Financial Institutions and Professional Registration.

Each provider is required to register before issuing any service contract. Each provider is also required to renew its registration annually between January 1 and February 1 of each year after the year of the provider's first registration.

Payment of the registration fee must accompany each registration. The registration fee is three hundred dollars (\$300).

Questions regarding this registration or the regulation of service contracts may be directed either by telephone to the Service Contract Regulation section of the Missouri Department of Insurance, Financial Institutions & Professional Registration at (573) 526-5001 or (573) 751-4362 or in writing to Service Contract Regulation, Missouri Department of Insurance, Financial Institutions & Professional Registration, P.O. Box 690, Jefferson City, MO 65102.



MISSOURI DEPARTMENT OF INSURANCE,  
FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION  
**SERVICE CONTRACT PROVIDER REGISTRATION**

**INSTRUCTIONS**

This registration must be accompanied by registration fee equal to \$300. Each provider must register annually between January 1 and February 1 of each calendar year following the calendar year in which the provider originally registered. PERSONAL CHECKS NOT ACCEPTED.

**SECTION 1. PROVIDER INFORMATION (TYPE OR PRINT)**

PROVIDER NAME

BUSINESS ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

MAILING ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

REGISTERED AGENT NAME AND ADDRESS, IF APPLICABLE (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

**SECTION 2. ADMINISTRATOR INFORMATION**

DOES THIS PROVIDER USE THE SERVICES OF ONE OR MORE ADMINISTRATORS?

☐ Yes ☐ No If yes, state the name and address of each administrator below (attach additional pages, if necessary)

ADMINISTRATOR NAME

BUSINESS ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

MAILING ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

ADMINISTRATOR NAME

BUSINESS ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

MAILING ADDRESS (STREET NUMBER AND NAME, CITY, STATE, ZIP CODE)

**SECTION 3. FINANCIAL RESPONSIBILITY**

How will this Provider assure the faithful performance of the provider's obligations to its contract holder? Check which one of the following methods this Provider will use to assure such performance:

- ☐ Insure all service contracts under a reimbursement insurance policy issued by an insurer authorized to transact insurance in this state (if checked, a copy of entire insurance policy must be attached to this Provider Exhibit).
- ☐ Maintain a funded reserve account and place in trust with the Missouri Department of Insurance, Financial Institutions and Professional Registration a financial security deposit (if checked, registration is not complete until the Department states in writing that it has confirmed such reserve account and financial security deposit). If applicable, attach surety bond.
- ☐ Maintains a net worth of at least one hundred million dollars (\$100,000,000) (if checked, one of the following must be attached [check applicable attachment(s)]:
- ☐ Provider's most recent Form 10-K filed with the Securities and Exchange Commission (SEC).

- ☐ Provider's audited financial statements, which must be (1) prepared as of the end of a calendar quarter ending no more than one year prior to the filing of this Provider Exhibit; (2) prepared in accordance with accounting principles generally accepted in the United State of America (USA); and (3) audited by an independent certified public accountant (CPA) in accordance with auditing standards generally accepted in the USA, the report of which CPA accompanies such financial statements.
- ☐ The Provider's parent company's written agreement to guarantee the obligations of the Provider relating to service contracts sold by the Provider in this state **and** one of the following (check applicable additional attachment):
- ☐ Provider's parent company's most recent Form 10-K filed with the Securities and Exchange Commission (SEC).
- ☐ Provider's parent company's audited financial statements, which must be: (1) prepared as of the end of a calendar quarter ending no more than one year prior to the filing of this Provider Exhibit; (2) prepared in accordance with accounting principles generally accepted in the United States of America (USA); and (3) audited by an independent certified public accountant (CPA) in accordance with auditing standards generally accepted in the USA, the report of which CPA accompanies such financial statements.

#### SECTION 4. ATTACHMENTS

Attach:

- A. If the provider is not an individual, attach a certified copy of the provider's certificate of good standing, fictitious name registration, or similar certification, from the Missouri Secretary of State.
- B. Any attachments required by Sections 1, 2 or 3.

The undersigned affirms or swears that (1) the information stated in this registration and any attachments thereto is true and correct to the best of his or her belief, information and knowledge, and (2) the undersigned has read and understood the legal requirements printed with this form.

PRINT NAME

TELEPHONE NUMBER

EMAIL

NOTARY PUBLIC EMBOSSER OR  
BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

**USE RUBBER STAMP IN CLEAR AREA BELOW.**

NOTARY PUBLIC SIGNATURE

MY COMMISSION  
EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

**385.302.** 3. A provider or its designee shall provide a copy of the service contract to the service contract holder within a reasonable period of time following the date of purchase.

**385.304.** Reimbursement insurance policies insuring service contract issued, sold, or offered for sale in this state shall state that, upon failure of the provider to perform under the contract, including the failure to return the unearned provider fee, the insurer that issued the policy shall pay or perform according to the provider's contractual obligations under the service contracts insured by the insurer.

**385.306.** 1. Service contracts marketed, issued, sold, or offered for sale in this state shall be written in clear, conspicuous, and understandable language, and the entire contract shall be printed or typed in easy-to-read type and conspicuously disclose the requirements in this section, as applicable.

2. Service contracts insured under a reimbursement insurance policy under subdivision (3) of subsection 4 of section 385.302 shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are guaranteed under a reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company." A claim against the provider may also include a claim for return of the unearned provider fee. The service contract also shall state the name and address of the insurer.

3. Service contracts not insured under a reimbursement insurance policy under subdivision (3) of subsection 4 of section 385.302 shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a reimbursement insurance policy." A claim against the provider shall also include a claim for return of the unearned provider fee. The service contract shall also state the name and address of the provider.

4. Service contract shall identify any administrator, the provider obligated to perform under the contract, and the service contract seller, if different than the provider or administrator. The identities of such parties are not required to be preprinted on the service contract and may be added to the service contract prior to delivery to the contract holder.

5. Service contracts shall state the total purchase price and the terms under which the service contract is sold. The purchase price is not required to be pre-printed on the service contract and may be negotiated at the time of sale with the service contract holder.

6. If prior approval of repair work is required, the service contracts shall state the procedure for obtaining prior approval and for making a claim, including a toll-free telephone number for claim service and a procedure for obtaining emergency repairs performed outside of normal business hours.

7. Service contracts shall state the existence of any deductible amount.

8. Service contracts shall specify the merchandise and services to be provided and any limitations, exceptions, and exclusions.

9. Service contracts shall state the conditions upon which the use of nonoriginal manufacturers' parts, refurbished merchandise, or substitute service, may be allowed. Conditions stated shall comply with applicable state and federal laws.

10. Service contracts shall state any terms, restrictions, or conditions governing the transferability of the service contract.

11. Service contracts shall state any terms, restrictions, or conditions governing termination of the service agreement by the service contract holder and provider.

12. Service contracts for which the service contract holder pays a separate, identified consideration shall require every provider to permit the service contract holder to return the contract within at least twenty days of the date of mailing of the service contract or within at least ten days if the service contract is delivered at the time of sale or within a longer time period permitted under the contract. If no claim has been made under the contract, the contract is void and the provider shall refund the contract holder the full purchase price of the contract. A ten percent penalty per month shall be added to a refund that is not paid within forty-five days of return of the contract to the provider. The applicable free-look time periods on service contracts shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider.

13. Service contracts shall set forth all of the obligations and duties of the service contract holder, such as the duty to protect against any further damage and the requirement for certain service and maintenance.

14. Service contracts shall state clearly whether or not the service contract provides for or excludes consequential damages, preexisting conditions, or events covered under the original manufacturer's warranty.

15. Service contract shall state any limitations on the number or value of repairs, replacements, or monetary settlements, as applicable, that will be provided during the term of coverage.

**385.308.** 1. It is unlawful for any provider to use in its name the words insurance, casualty, guaranty, surety, mutual, or any other words descriptive of the insurance, casualty, guaranty, or surety business, or any name deceptively similar to the name or description of any insurance or surety corporation, or any other provider.

2. This section shall not apply to a company that was using any of the prohibited language in its name prior to August 28, 2007. However, a company using the prohibited language in its name shall disclose in its service contracts a statement in substantially the following form: "This contract is not an insurance contract."

3. It is unlawful for a provider or its representative in its service contracts or literature to make, permit, or cause to be made any false or misleading statement, or deliberately omit any material statement that would be considered misleading if omitted, in connection with the sale, offer to sell or advertisement of a product service contract.

4. It is unlawful for a person, such as a bank, savings and loan association, or lending institution, to require the purchase of a service contract as a condition of a loan or other financing transaction.

5. It is unlawful for a person, such as a manufacturer or retailer, to require the purchase of a service contract as a condition to the sale of goods or services.

**385.310.** 1. A provider or administrator shall keep accurate accounts, books, and records concerning transactions regulated by sections 385.300 to 385.320. However, only one set of such accounts, books, and records is required to be maintained and may be maintained by third parties provided the provisions of this section are met.

2. An administrator's or provider's accounts, books, and records shall include:

(1) Copies of each type of service contract issued;

(2) The name and address of each service contract holder to the extent that the name and address have been furnished by the service contract holder;

(3) A list of the provider locations where service contracts are marketed, sold, or offered for sale; and

(4) Claims files which shall contain at least the dates, amounts, and description of all receipts, claims, and expenditures related to the service contracts.

3. Except as provided in subsection 5 of this section, an administrator or provider shall retain or arrange for the retention of all records pertaining to each service contract holder for at least three years after the specified period of coverage had expired.

4. An provider, provider, or other intermediary may keep all records required to pursuant to section 385.200 to 385.220 on a computer disk or other similar technology. If an provider, provider, or other intermediary maintains records in other than hard copy, records shall be accessible from a computer terminal available to the director and be capable of duplication to legible hard copy.

5. An administrator or provider discontinuing business in this state shall maintain or arrange for the maintenance of its records until it furnishes the director satisfactory proof that it has discharged all obligations to the contract holders in this state.

6. An administrator or provider shall make all accounts, books, and records concerning transactions regulated under sections 385.300 to 385.320 or other pertinent laws available to the director upon request.

**385.312.** As applicable, an insurer that issued a reimbursement insurance policy shall not terminate or nonrenew the policy until a notice of termination has been mailed or delivered to the director. The termination or nonrenewal of a reimbursement insurance policy shall not reduce the issuer's responsibility for service contracts issued by providers prior to the date of the termination.

**385.314.** 1. Providers are considered to be the agent of the insurer which issued the reimbursement insurance policy for purposes of obligating the insurer to contract holders under service contracts associated with the insurer's reimbursement policy, and the payment of premium by the provider is not a condition to the insurer's obligations for otherwise validly issued service contracts.

2. Sections 385.300 to 385.320 shall not prevent or limit the right of an insurer which issued a reimbursement insurance policy to seek indemnification or subrogation against a provider if the insurer pays or is obligated to pay the service contract holder sums that the provider was obligated to pay pursuant to the provisions of the product service contract.